

RELEASE OF LIABILITY WAIVER FORM

In consideration for being allowed to participate in **Zia Adventures activities**. The undersigned agrees to the following terms:

1. **ASSUMPTION OF RISKS.** The undersigned acknowledges that participation in Zia Adventures activities involves inherent risks, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. **The undersigned assumes all risks, both known and unknown, associated with participation in Zia Adventures activities.**
2. **RELEASE AND WAIVER.** The undersigned, on their own behalf and their successors, heirs, and assigns, hereby releases, waives, discharges, and covenants not to sue James Robb, its officers, directors, employees, agents, volunteers, and sponsors ("Releasees"), from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in permanent disability or death of the undersigned, whether caused by the negligence of Releasees or otherwise, to the fullest extent allowed under Colorado law.
3. **INDEMNIFICATION.** The undersigned agrees to indemnify Releasees from any loss, liability, damage, or cost Releasees may incur due to the undersigned's participation in Zia Adventures activities, whether caused by the negligence of the Releasees or otherwise.
4. **SUCCESSORS AND ASSIGNS.** This Release of Liability Waiver is binding on the undersigned and their successors, heirs, and assigns.
5. **VENUE.** The undersigned hereby acknowledges and agrees that this Release of Liability Waiver shall be governed by and construed in accordance with the Laws of Colorado, in which the Zia Adventures activities is being held. Any action arising out of or related to this Release of Liability Waiver shall be brought only in a court of competent jurisdiction in Colorado and the undersigned hereby consents to the jurisdiction of such courts for this purpose. In addition, the undersigned agrees that any legal action involving the Releasees shall be brought in the same jurisdiction as where the Zia Adventures activities took place.
6. **SIGNATURES.** The undersigned understands they are giving up substantial rights by signing this Release of Liability Waiver, and signs it voluntarily. The undersigned signs this Release of Liability Waiver on this at Location, Boulder, Colorado.

By signing below, the undersigned acknowledges that they have read and fully understands this this Release of Liability Waiver and is entering into it freely and voluntarily.

Print Name: _____ **Signature** _____

Date: _____